

SECTION 16.25 RECALL
Last Update: 12/13

A. Eligibility for Recall

1. Employees who are laid off may apply to be on the recall lists as follows:
 - a. AFSCME:
 - 1) Class from which laid off.
 - 2) 15 other non-supervisory bargaining eligible classes for which qualified, including formerly held classes.
 - 3) Total of 16 classes.
 - b. UE/IUP:
 - 1) Class from which laid off.
 - 2) 15 other non-supervisory bargaining eligible classes for which qualified, at the same or lower pay grade as the class from which laid off, including formerly held classes.
 - 3) Total of 16 classes.
 - c. SPOC:

Class from which laid off.
 - d. Non-contract, Merit covered:

Only to the class from which laid off, within the same employing unit.
 - e. Non-contract, Non-merit (At-Will):

Recall is not applicable; at-will employees have no layoff, recall, or outplacement rights.

Note: Contract covered employees may not apply to be on recall for bargaining-exempt classes, even if they previously held those classes. Merit covered employees may not apply to be on recall for non-merit classes. Non-merit, contract covered employees are eligible for recall, in accordance with the provisions of the applicable collective bargaining agreement.
2. Recall may be to any general government executive branch department. In addition, recall rights for AFSCME contract covered employees extend to AFSCME contract covered classes within the Board of Regents (provided applicable tests are passed and qualifications met) and Community Based Corrections. Recall is based on seniority for contract-covered classes.
3. Upon layoff, employees are eligible to be on the recall lists for a specified period of time:
 - For AFSCME classes: two years.
 - For UE/IUP classes: two years.
 - For SPOC classes: eighteen months.
 - For non-contract, merit covered classes: one year
4. Recall cannot be used when filling vacancies in non-contract, non-merit positions. (Non-merit, non-contract positions are "at will" and are not subject to merit system selection or contract provisions. A former employee may be reemployed in a merit exempt position as a new hire, or

as a reinstatement, if eligible. If reemployed or reinstated to a merit-exempt position, the employee's name will remain on the recall list for contract and non-contract classes.)

5. If an employee was laid off from a full-time position and is recalled to a part-time position, the person can accept or decline the position and remain on recall for a full-time position. If an employee was laid off from a part-time position and accepts or declines recall to a full-time position, the employee's name will stay on recall for a part-time position.
6. An employee who accepts another position (other than a bump) prior to the layoff does not have recall rights. Only employees who are laid off or who bump in lieu of layoff have recall rights.
7. An employee who is laid off may decline an offer of a temporary position without giving up recall rights. If temporary jobs are available, persons eligible for recall should be considered before new temporaries are hired.
8. Employees who decline a recall to either the class from which laid off or a pick-15 class forfeit all further recall rights, unless the position is of a different status (part-time or full-time) than the position held at time of layoff. (Not applicable to SPOC employees.)
9. If an AFSCME or UE/IUP covered employee is recalled to one of the pick-15 classes, the employee's name will be removed from all other pick-15 classes, but not the class from which laid off. Contract covered employees' names will remain on recall for the class from which laid off until recalled to the class, or until contractual rights expire. (AFSCME – 2 years; SPOC – 18 months; UE/IUP – 2 years; non-contract – 1 year.)
10. Before any person is placed on the payroll from recall, an interview must be conducted, not to determine if the job will be offered, but to determine if the person can perform the essential functions of the position with or without accommodation for disability. Medical verification of ability to perform essential functions can be required.

B. Order of Recall

1. The order of recall will be based on the applicable collective bargaining agreement or the DAS-HRE rules, as follows:
 - AFSCME and UE/IUP: Recall to an AFSCME or UE/IUP covered class shall be in accordance with the applicable collective bargaining agreement.
 - SPOC: Employees can only recall to the class and department from which laid off when recalling to SPOC covered classes.
 - Non-contract: Only persons in a supervisory classification at the time of layoff may be recalled to a supervisory class.
2. When the recall list has two employees in the same contract covered class with the same seniority date, the employee with the lower last four digits of the social security number shall have first rights to recall.

C. Probationary Period Upon Recall

1. Non-contract employees who are recalled return with permanent status.

Employees in AFSCME or UE/IUP covered classes will serve a six-month conditional probationary period if the employee is recalled to a position in a classification not previously held. If the recalled employee fails to successfully complete the probationary period the employee will be returned to layoff status and placed on the recall list for an additional period of two years. See the forms section of this chapter for a sample notice to the employee being returned to recall.

If an employee engages in conduct that would otherwise result in disciplinary action, then the discipline provisions in the applicable agreement or the DAS-HRE rules would apply. Just cause must be established to discipline or discharge employees for reasons other than the inability to

satisfactorily complete their post-recall probationary period. Sample letters of discipline can be found in Chapter 11 of this manual.

2. An employee recalled to a class that is AFSCME covered and not a formerly held class may not exercise transfer rights during the six-month probationary period following recall.

D. Pay and Benefits Upon Recall

1. Pay at the time of recall is set according to the DAS-HRE subrule [11-53.6\(11\)](#). The employee will continue to be paid at the same rate of pay including any class series, pay grade, or other pay adjustments for which the employee would have been eligible while on layoff, unless the pay may need to be adjusted to fit within the minimum or maximum of a pay grade on a different pay plan.

If an employee bumps in lieu of layoff and is recalled to his/her formerly held class, if the employee's pay is less than that received at the time of the layoff, the employee's pay shall be increased to the rate the employee was receiving before bumping, including any adjustments for which the employee would have been eligible. In no case shall the salary be set below the minimum of the class.

2. If an employee is recalled during the same fiscal year in which the employee is laid off, the "care and necessary attention" leave ("personal" leave for UE/IUP Social Services Unit covered classes, temporary care of immediate family for non-contract and UE/IUP Science Unit employees) balance at the time of layoff will be restored.

If an employee is recalled in a subsequent fiscal year, personal leave for employees recalled to UE/IUP Social Services Unit classes will be prorated based on the date of recall. Employees recalled to SPOC or AFSCME positions will be allowed to use up to 40 hours during the remainder of the fiscal year, regardless of the date of recall.

E. Reasonable Accommodations

If an employee recalled to a formerly held class expresses concerns about the ability to perform the duties of the position to which recalled due to a disability, the employee may submit a written notice of declination and remain on the recall list.

If a person with a disability is on the recall list and cannot perform the essential functions of the position with reasonable accommodations, the person may be bypassed and remain on the recall list. The department must use the same process for considering reasonable accommodations as used when considering an applicant for employment. The Americans with Disabilities Act (ADA) provides that the decision whether a person with a disability can do the job is a position-by-position determination.

In order to arrive at an informed decision, the department must first have identified the essential functions of the position. These essential functions must be discussed with the person being recalled to determine if the person can perform them. If the person indicates that he/she will have a problem performing any essential function, possible reasonable accommodations must be discussed. A record of discussion and determinations must be kept using established reasonable accommodation procedures.

Miscellaneous Recall Information

1. Employees may change their recall classes and availability monthly by writing or calling the DAS-HRE Employment Team. Employees, however, may not remove their names from the recall list for the class from which laid off. (Note: A doctor's statement can prevent an employee on recall from returning to the class from which laid off.)

2. A department must allow the recalled employee a reasonable amount of time (at least two weeks) to start work in order to give a current employer notice, arrange dependent care, etc. The department must submit written reasons to the DAS-HRE Employment Team for approval before a name on the recall list can be bypassed if an employee is not available to report in a reasonable amount of time.
3. The initial contact and recall offer may be made by phone. If the employee declines, the department must send written notice of recall with delivery confirmation in order to provide for appropriate documentation. If the employee accepts, a written confirmation of the acceptance must be sent with delivery confirmation to the employee.
4. If the recall notice is sent with delivery confirmation and is undeliverable, the department may bypass the name and notify DAS-HRE.
5. Employees are responsible for keeping the DAS-HRE informed of any change in address that occurs while on layoff. The UE/IUP contract specifically provides that failure to keep the DAS-HRE informed of address changes will result in loss of recall rights.